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U.S. COURTS

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CANTLERO S. BORKE
CLERK IDAHO

89190

Attorneys for Creditors Wells Fargo Leasing,
successor-in-interest to Telmark, LLC.

UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF IDAHO

In Re:

LYNN KETTERLING, dba Ketterling Farms,
and JEANNE KETTERLING,

Debtors.

Case No. 03-41318
Chapter 7

**MOTION FOR RELIEF FROM THE
AUTOMATIC STAY, 11 U.S.C. § 362**

COMES NOW Wells Fargo Leasing, successor-in-interest to Telmark, LLC.

("Wells Fargo"), by and through its attorneys of record, Moffatt Thomas Barrett Rock & Fields,
Chartered, and alleges as follows:

FIRST CAUSE FOR ACTION

1. Lynn Ketterling and Jeanne Ketterling, dba Ketterling Farms ("Debtors")
filed a Chapter 12 Pctition in bankruptcy on June 29, 2003, which subsequently converted to a
Chapter 7 on or about January 2, 2004.
2. R. Sam Hopkins is the duly appointed Chapter 7 Debtors.

**MOTION FOR RELIEF FROM THE
AUTOMATIC STAY, 11 U.S.C. § 362 - 1**

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BPM MTZ 51870A1

ORIGINAL

3. Wells Fargo has leased certain personal property to Debtors and is a party in interest in this bankruptcy proceeding.

4. Debtors are indebted to Wells Fargo in the amount of \$28,876.90, plus accruing interest, costs, and fees. That indebtedness is represented by:

a. A Equipment Lease ("Lease") executed in favor of Wells Fargo on March 21, 2001. A true and correct copy of the Lease is attached hereto as Exhibit A.

b. An Acceptance Notice Exhibit to the Lease ("Acceptance") executed in favor of Wells Fargo on April 6, 2003. A true and correct copy of the Acceptance is attached hereto as Exhibit B.

c. An Addendum of Lease Agreement ("Addendum") executed in favor of Wells Fargo on or about March 20, 2003. A true and correct copy of the Addendum is attached hereto as Exhibit C.

5. The Lease is collateralized by certain items of collateral ("Collateral") identified in the following documents:

a. The Lease and Acceptance executed in favor of Wells Fargo on March 21, 2001, and April 6, 2003, respectively. *See* Exhibit A and B.

6. Wells Fargo's interest in the Collateral is properly perfected as follows:

a. The filing of a UCC-1 Financing Statement with the Secretary of State, filing number B 897343, dated April 12, 2001. A true and correct copy of that document is attached hereto as Exhibit D.

7. Wells Fargo's security interest in the Collateral is first and prior to any right, title, or interest of any other party.

8. Wells Fargo seeks relief from the automatic stay with respect to the Collateral.

9. Wells Fargo understands and alleges that the value of the Collateral is less than the indebtedness due.

10. Wells Fargo is entitled to relief from the automatic stay of 11 U.S.C. §362, for cause, including lack of adequate protection of Wells Fargo's interest in the Collateral.

11. Wells Fargo is entitled to relief from the automatic stay of 11 U.S.C. §362, because the Debtors lack equity in the Collateral, and the Collateral is not necessary to an effective reorganization of the Debtors.

WHEREFORE, Wells Fargo prays for relief as follows:

1. For an Order of this Court, granting Wells Fargo relief from the automatic stay of 11 U.S.C. §362, so as to allow Wells Fargo to take possession of the Collateral.

2. For waiver of the ten-day waiting period set forth in Bankruptcy Rule 4001(a)(3).

3. For such other and further relief as the Court deems just and equitable.

NOTICE REQUIRED BY LOCAL BANKRUPTCY RULE 4001.2

Notice is hereby given pursuant to Local Bankruptcy Rule 4001.2, that any party in interest may oppose the motion by filing and serving on the moving party of a written objection thereto at least five (5) days prior the preliminary hearing. The objection shall reasonably identify those matters contained in the motion which are to be at issue, and any other basis for opposition to the motion. Absent the filing of the timely response, the Court may grant the relief sought without a hearing. Notice is hereby further given, pursuant to Local Bankruptcy Rule 4001.2, that 11 U.S.C. §362(e) reads as follows:


Notice is hereby further given, pursuant to Local Bankruptcy Rule 4001.2, that 11

U.S.C. §362(c) reads as follows:

Thirty days after a request under subsection (d) of this section for relief from the stay of any act against property of the estate under subsection (a) of this section, such stay is terminated with respect to the party in interest making such request, unless the court, after notice and a hearing, orders such stay continued in effect pending the conclusion of, or as a result of, a final hearing and determination under subsection (d) of this section. A hearing under this subsection may be a preliminary hearing, or may be consolidated with the final hearing under subsection (d) of this section. The court shall order such stay continued in effect pending the conclusion of the final hearing under subsection (d) of this section if there is a reasonable likelihood that the party opposing relief from such stay will prevail at the conclusion of such final hearing. If the hearing under this subsection is a preliminary hearing, then such final hearing shall be concluded not later than thirty days after the conclusion of such preliminary hearing, unless the 30-day period is extended with the consent of the parties in interest or for a specific time which the court finds is required by compelling circumstances.

DATED this 12th day of January, 2004.

MOFFATT, THOMAS, BARRETT, ROCK &
FIELDS, CHARTERED

By 
Randall A. Peterman – Of the Firm
Attorneys for Wells Fargo Leasing,
successor-in-interest to Telmark, LLC

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this 12th day of January, 2004, I caused a true and correct copy of the foregoing **MOTION FOR RELIEF FROM THE AUTOMATIC STAY, 11 U.S.C. § 362** to be served by the method indicated below, and addressed to the following:

All parties listed on the attached Creditors' List

(X) U.S. Mail, Postage Prepaid
() Hand Delivered
() Overnight Mail
() Facsimile

R. Sam Hopkins
P.O. Box 3014
Pocatello, Idaho 83201-3014

(X) U.S. Mail, Postage Prepaid
() Hand Delivered
() Overnight Mail
() Facsimile



Randall A. Peterman

A-1 Aviation
31716 S. Dunn Road
Fairfield, WA 99012

AI&I Universal Card
P.O. Box 6914
The Lakes, NV 88901

Ada County Paramedics
P.O. Box 140209
Boise, ID 83714-0209

Advanta Bank Corp
B First LLC
Weinstein Treiger & Riley PS
2101 4th Ave Ste 900
Seattle WA 98121

American Eagle
PO Box 105980
Dept. 71
Atlanta, GA 30353-5980

Bank One
Cardmember Services
PO Box 50882
Henderson, NV 89016-0882

Bank of America
POB 2278
Norfolk VA 23501-2278

Barbara K Hamilton
POB 35480
Newark, NJ 07193-5480

Bob Hamilton Seed
273 Highway 74
Twin Falls, ID 83301

Butte Irrigation
POB 790
Paul ID 83347

Capital One Bank
POB 85167
Richmond VA 23285

Cassia Regional Hospital
1501 Hiland Avenue
Burley, ID 83318

Credit Bureau of Twin Falls
dba Idaho Collection Bureau
POB 576
Twin Falls ID 83303

D Blair Clark
POB 2773
Boise, ID 83701-2773

DL Evans Bank
POB 87
Twin Falls ID 83301

DL Evans Bank
c/o Lance A Loveland
POB 910
Burley, ID 83318-0910

DL Evans Bank
c/o Lance A Loveland
POB 910
Burley, ID 83318-910

David Funk
4245 E 3200 N
Murtaugh ID 83344

Deere and Company
c/o R Ron Kerl
POB 4229
Pocatello, ID 83205-4229

Discover Financial Services
POB 8003
Hilliard OH 43026

Dr Woodworth Warren etc
301 Scott Avenue
POB 338
Rupert ID 83350

Electric Motor Rewind
PO Box 609
214 S. Highway 24
Rupert, ID 83350

Elmer Ketterling
607 W Baccon Add N Rd
Paul ID 83347

Elmer Ketterling
c/o Alan Goodman
POB D
Rupert, Id 83350

Farm Credit Leasing
Special Assets Dept
5500 Wayszata Blvd Ste 1600
Minneapolis MN 55416-1252

Farm Credit Leasing Services Corpor
c/o R Ron Kerl
POB 4229
Pocatello, ID 83205-4229

Farm Plan Corp
POB 6600
Johnston IA 50131-6600

Farm Service Agency
Paul R Murri
9173 W Barnes Dr Ste B
Boise ID 83709-1555

Feeders Grain
Kent Fletcher
POB 248
Burley ID 83318

First USA Bank
P.O. Box 50882
Henderson, NV 89016-0882

Ford Motor Credit Co
Drawer 55-953
POB 5500
Detroit MI 48255-0953

Ford Motor Credit Co
c/o Richard J Hayden
1427 W Sixth Ave
Spokane, WA 99204-3303

Forrest P Hymas
POB 89
Jerome, ID 83338

General Electric Company
POB 35480
Newark, NJ 07193-5480

General Electric Company
eCast Settlement Corp
POB 35480
Newark, NJ 07193-5480

Goode Motor Inc.
402 F. Street
Rupert, ID 83350

Hemsley's
209 Read Avenue
PO Box 13
Rupert, ID 83350

Idaho State Insurance Fund
1215 W. State Street
PO Box 83720
Boise, ID 83720-0044

Idaho State Tax Commission
Bankruptcy Division
POB 36
Boise ID 83722

Internal Revenue Service
Chief Special Procedures
550 W Fort St MSC 041
Boise ID 83724-0041

Jeanne Ketterling
100 N 160 W
Rupert, Id 83350

John Deere Credit
POB 6600
Johnston IA 50131-6600

John Deere Credit Corp
Attn: Jim Zoet
POB 6600
Johnston, IA 50131-6600

Kerry Harris
PO Box 494
Albion, ID 83311-0494

Key Bank
PO Box 6533
The Lakes, NV 88901-6533

Land O Lakes Inc
Jerry V Jensen
POB 535
Buhl ID 83316

Land O'Lakes
2407 Warren Ave
Twin Falls ID 83303

Land O'Lakes Farmland Feed
File No. 73760
PO Box 60000
San Francisco, CA 94160-3760

Land O'Lakes Inc
c/o Jerry V Jensen
POB 535
Buhl, ID 83316

Lynn Ketterling
100 N 160 W
Rupert, Id 83350

MBNA
Donae Hackett
POB 15168 MS 1423
Wilmington DE 19850

Magic Valley RMC
POB 409
Twin Falls ID 83303-0409

Magic Valley Tire
POB M
Rupert ID 83350

Minico Auto Parts
402 6th St
Rupert ID 83350

Nicks Quality Tire
Hwy 24
Rupert ID 83350

Onyx Acceptance Corp
27051 Towne Center Dr
Foothill Ranch, CA 92610

Onyx Acceptance Corp
27051 Towne Centre Dr
Foothill Ranch CA 92610

Personnel Plus Inc
735 Overland Ave
Burley ID 83318

Peter Grush
2218 E. 1800 South
Malta, ID 83342

Que Financial
P.O. Box 990003
Boise, ID 83799-0003

Retailers National Bank
P.O. Box 59317
Minneapolis, MN 55459-0317

Richard J Hayden
1427 W 6th Ave
Spokane, WA 99204-3303

Rupert Animal Clinic
200 S Hwy 24
Rupert ID 83350

Schow's
Kent Schow
POB 94
Rupert ID 83350

St. Alphonsus R.M.C
1055 N. Curtis Road
Boise, ID 83706

State Insurance Fund
1215 W State
Boise ID 83720

Susan and Daniel Farnworth
1624 S Jean St
Kennewick WA 99337

Syngenta Seeds, Inc.
1020 Sugarmill Road
Longmont, CO 80501-9713

Textron Financial Corp
112 W 3rd St Flr 2
Little Rock AR 72201

Tom Armstrong
925 E 100 N
Declo ID 83323

Trevino Bearing,
620 Oneida
Rupert, ID 83350

United Coop Incc.
RH Long
POB 365
Ruper ID 83350

United States Treasury
PO Box 660002
Dallas, TX 75266-0002

United States Trustee
304 N 8th St Rm 347
Boise, ID 83702

Wells Fargo Financial Lease
POB 4943
Syracuse NY 13221-4943

Western Farm Service
Craig Christensen
POB 130
Pocatello ID 83204-130

Western Farm Service
PO Box 677
Rupert, ID 83350

Western Farm Service
c/o Craig Christensen
POB 130
Pocatello, ID 83204-0130

Workman Pontiac
POB 493
Rupert ID 83350

Exhibit A

EQUIPMENT LEASE

TELMARK LLC (Lessor)

P.O. Box 4943, SYRACUSE, NEW YORK 13221-4943 PHONE 1-800-451-3322

LEASE No. 50812

LESSEE LYNN AND JEANNE KETTERLING

EQUIPMENT LOCATION: ☒ CHECK IF ADDRESS IS
SAME AS LESSEE OR INDICATE ADDRESS BELOW INCLUDING
CITY, COUNTY AND STATE:

ADDRESS 100 NORTH 160 WEST

CITY RUPERT STATE ID ZIP 83350

COUNTY MINIDOKA

INDIVIDUAL

NAME OF PERSON TO CONTACT LYNN KETTERLING

SUPPLIER TRYMID INC.

ADDRESS 55 SOUTH 1150 WEST

PAUL ID 83347

SALESPERSON JEFF JENTZSCH

EQUIPMENT DESCRIPTION (THE "EQUIPMENT"): QUANTITY, MANUFACTURER, ITEM(S), MODEL NO., SERIAL NO., AND/OR OTHER IDENTIFICATION

120 - 40" CALF CONDOS WITH 7 GALLON TRANSLUCENT GRAIN FEEDERS - ENCLOSED SYNTHETIC CALF PENS, FOR NEW
BORN TO WEANLINGS.

RENTAL AMOUNT PER PAYMENT PERIOD	PAYMENTS WILL BE MADE		TERM OF LEASE (NO. MONTHS)	NO. OF LEASE PAYMENTS REMAINING	ADVANCE PAYMENT
	MONTHLY	OTHER			
\$512.00	<input checked="" type="checkbox"/>	<input type="checkbox"/>	72	70	\$1,024.00

PAYMENT SCHEDULE

EACH LEASE PAYMENT IS SUBJECT TO SALES TAX OR PERSONAL PROPERTY TAX AT PERCENTAGES OR AMOUNTS AS MAY FROM TIME TO TIME
BE IN EFFECT. THE LESSEE IS RESPONSIBLE TO PROVIDE THE LESSOR AN EXEMPTION CERTIFICATE AS REQUIRED BY LAW.EXHIBIT "TG" ☒ YES ☐ NO: OTHER EXHIBITS (LIST):

TERMS AND CONDITIONS OF LEASE

1. LEASE. Lessor leases to Lessee the EQUIPMENT described above. Lessor, at the request of the Lessee, has ordered the EQUIPMENT from the supplier(s) in accordance with specifications selected by the Lessee. All replacement parts, additions, improvements and accessories incorporated in or affixed to the EQUIPMENT become the property of Lessor.

2. TERM. The term of this LEASE shall commence on the date the Acceptance Notice is executed. At the end of the LEASE term, the LEASE terminates upon the payment of all specified rentals or other charges and the fulfillment of all other obligations of this LEASE. This LEASE is irrevocable and non-cancelable for the full term and shall be binding upon the Lessee, the Lessee's heirs, successors, assigns and legal representatives.

3. RENTALS. The non refundable advance rental payment shall be due upon the execution of the LEASE or at such other time as agreed to by Lessor and applied to satisfy Lessee's obligations under the LEASE. Lessee shall pay the remaining rental payments as specified above. The rent due is absolute and unconditional and is not subject to any adjustment by Lessee of any kind or for

any reason. All payments shall be made to the office of Telmark LLC, PO Box 4943, Syracuse, NY 13221 or as directed by Lessor. Lessee shall pay a late charge of 3% of any rental payment or \$25, whichever is greater, when any payment is made more than ten days after the due date (subject to maximum limits imposed by state law). Any security deposit may be applied to the payment of late charges, expenses, attorney fees and any other payments or expenses related to this LEASE, at Lessor's discretion, and any remaining balance returned to the Lessee at the termination of this LEASE.

4. EQUIPMENT. Lessee shall keep the EQUIPMENT at the location as described above. Lessor will have the right of access to the EQUIPMENT for any lawful purpose subject to Lessee's rights under this agreement. Lessor may inspect the EQUIPMENT during reasonable business hours. Lessee agrees (a) not to allow the use of the EQUIPMENT by other than employees of Lessee and (b) not to rent or sublet the EQUIPMENT or any part thereof to others for their own use without the prior written consent of the Lessor. Lessee shall comply with all laws, rules and regulations.

NOTICE TO LESSEE: DO NOT SIGN THIS AGREEMENT BEFORE YOU READ IT OR IF IT CONTAINS ANY BLANK SPACES. YOU ARE ENTITLED TO A COPY OF THE AGREEMENT YOU SIGNED. KEEP IT TO PROTECT YOUR LEGAL RIGHTS.

LESSEE AGREES TO THE LEASE TERMS AND CONDITIONS OF THIS ENTIRE AGREEMENT ALONG WITH ALL SCHEDULES AND EXHIBITS BY SIGNING BELOW THAT THIS CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES. NO SUPPLIER, AGENT, OR LESSEE MAY WAIVE OR MODIFY ANY TERM OF THIS LEASE AGREEMENT EXCEPT AS AGREED TO BY THE LESSOR IN WRITING BY AN AUTHORIZED OFFICER.

IN WITNESS WHEREOF LESSEE HAS HEREBY EXECUTED THIS NON CANCELABLE LEASE DATED 3/21/2001

IN THE EVENT THAT THIS LEASE IS EXECUTED BY A CORPORATE OFFICER, MANAGING PARTNER OF AN LLP OR MANAGER OF AN LLC, THAT PERSON HEREBY CERTIFIES THAT HE/SHE IS DULY AUTHORIZED TO EXECUTE SAME BY A RESOLUTION OF THE BOARD OF DIRECTORS OF THE CORPORATION AND/OR BY MEMBERS OF THE LLP OR LLC.

LESSEE REPRESENTS, SWEARS AND AFFIRMS THAT THE EQUIPMENT IS FOR COMMERCIAL OR BUSINESS USE AND NOT FOR PERSONAL, FAMILY OR HOUSEHOLD USE.

SIGNED BY [Signature]TITLE Lessee
(INDICATE CORPORATE OFFICER/GENERAL PARTNER/PARTNER/LESSEE/MANAGER)

SIGNED BY X _____

TITLE _____
(INDICATE CORPORATE OFFICER/GENERAL PARTNER/PARTNER/LESSEE/MANAGER)SIGNED BY X [Signature]TITLE Lessee
(INDICATE CORPORATE OFFICER/GENERAL PARTNER/PARTNER/LESSEE/MANAGER)

SIGNED BY X _____

TITLE _____
(INDICATE CORPORATE OFFICER/GENERAL PARTNER/PARTNER/LESSEE/MANAGER)

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL ACCEPTED BY THE LESSOR, ITS AGENT OR ASSIGNEES IN ITS COMPANY OFFICE IN THE STATE OF NEW YORK. THE TRANSACTION HEREUNDER SHALL BE GOVERNED AND CONSTRUED BY THE LAWS OF THE STATE OF NEW YORK WHERE IT HAS BEEN ACCEPTED BY THE LESSOR.

ACCEPTANCE: TELMARK LLC, LESSOR

[Signature]

TITLE

Territory Mgr.

DATE

3-21-01

TERMS AND CONDITIONS OF LEASE

5. **ACCEPTANCE AND REPAIRS.** Lessee shall inspect the EQUIPMENT promptly upon receipt and shall conclusively be presumed to have accepted the EQUIPMENT except for defects of which Lessor and the supplier are given written notice upon delivery. The date of acceptance may be inserted in the Acceptance Notice by Lessor. Lessee at its own cost and expense shall keep the EQUIPMENT in good repair and condition and shall not use the EQUIPMENT beyond its capacities. Lessee shall not, without Lessor's prior written consent, incur any expense for Lessor's account. Lessor shall not be obligated to make any repairs or replacements to the EQUIPMENT.

6. **TITLE.** The Lessor and Lessee agree that the EQUIPMENT is personal property and that title shall remain in Lessor's name exclusively. Lessee shall give Lessor immediate notice of any attachment or other judicial process, liens, or encumbrances affecting the EQUIPMENT.

7. **END OF TERM OPTIONS.** When the LEASE terminates, the Lessee's options are: (i) renew the LEASE at the fair rental value of the EQUIPMENT for such term as the parties agree or (ii) purchase the EQUIPMENT at fair market value or (iii) return the EQUIPMENT. During any renewal period, all of the provisions of this LEASE remain in effect except for the new term and rental. The Lessee must provide Lessor with 60 days written notice prior to the end of the term that the Lessee will renew the LEASE, purchase the EQUIPMENT or return the EQUIPMENT.

Should Lessee not elect to renew or purchase, Lessee will return the EQUIPMENT to Lessor for Lessor's sole and exclusive use, at the Lessee's expense, in the same condition as when accepted, reasonable wear and tear excepted. Lessee shall cooperate with Lessor in taking possession of the EQUIPMENT. Until Lessee returns the EQUIPMENT, current rental shall continue. Lessor will have access to the EQUIPMENT for any lawful purpose including to disassemble for removal.

8. **WARRANTIES.** LESSOR SHALL AUTHORIZE LESSEE TO ENFORCE IN LESSEE'S NAME ALL WARRANTIES, AGREEMENTS, OR REPRESENTATIONS, IF ANY, WHICH MAY BE MADE BY THE SUPPLIER. LESSOR MAKES NO EXPRESS OR IMPLIED WARRANTIES AS TO ANY MATTER WHATSOEVER, INCLUDING WITHOUT LIMITATION, THE CONDITION OF THE EQUIPMENT, ITS MERCHANTABILITY OR ITS FITNESS FOR ANY PARTICULAR PURPOSE, OR ANY WARRANTIES AGAINST INFRINGEMENT OR INTERFERENCE. NO DEFECT OR UNFITNESS OF THE EQUIPMENT SHALL RELIEVE LESSEE OF THE OBLIGATION TO PAY RENT AS PROVIDED IN THIS LEASE OR OF ANY OTHER OBLIGATION UNDER THIS LEASE. LESSOR SHALL NOT BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES TO THE LESSEE OF ANY NATURE EITHER CAUSED DIRECTLY OR INDIRECTLY OR FOR ANY DAMAGES DUE TO SUPPLIER DELAY IN PROVIDING THE EQUIPMENT.

LESSEE HEREBY WAIVES ANY AND ALL RIGHTS IT MAY HAVE TO SETOFF PAYMENTS OF RENT UNDER THIS LEASE FOR A CLAIM ARISING FROM DEFECT OR UNFITNESS OF THE EQUIPMENT.

9. **INDEMNITY.** Lessee shall indemnify and save Lessor harmless from any and all liability, including Lessor's attorney fees or expenses, arising in connection with the EQUIPMENT including without limitations, its manufacture, selection, purchase, delivery, possession, use, injury to Lessee's employees, operation, maintenance, leasing and return including the acts of the Lessee in failing to maintain the EQUIPMENT in good repair.

10. **RISK OF LOSS.** Lessee hereby assumes and shall bear the entire risk of loss, damage and destruction of EQUIPMENT from any cause whatsoever and no loss, damage or destruction of EQUIPMENT shall relieve Lessee of the obligation to pay rental or any other obligation of this LEASE. Lessee shall promptly notify Lessor in writing of any such loss, damage or destruction of the EQUIPMENT. In the event of damage of any kind whatever to any part of EQUIPMENT, Lessee shall at Lessee's expense place the EQUIPMENT in good repair, condition and working order. If the EQUIPMENT is determined by Lessor to be destroyed or damaged beyond repair, Lessee shall immediately pay Lessor an amount equal to the entire amount of all unpaid rental discounted at the rate of 8% per annum plus the estimated value of the EQUIPMENT at the end of the LEASE term, as determined by the Lessor, in addition to performing all other obligations of this LEASE. Upon such payment this LEASE shall terminate and Lessee thereupon shall become the owner of the EQUIPMENT.

11. **INSURANCE.** Lessee shall at its own expense keep the EQUIPMENT insured for physical damage and shall maintain commercial general liability insurance, both on such forms and in such amounts as requested from time to time by Lessor, and shall provide Lessor with acceptable certification of insurance and upon request shall provide copies of required policies to Lessor. All requested insurance shall provide that insurance thereunder is primary with respect to any and all insurance that Lessor may maintain on its own behalf and shall be endorsed to name Lessor as an additional insured. Physical damage insurance shall also name Lessor as loss payee under the terms of Lenders Loss Payable Endorsement, or equivalent coverage acceptable to Lessor. The proceeds of such insurance shall be applied, at the option of Lessor, as set forth in the Risk of Loss Section (paragraph 10). In the event the Lessor elects to apply insurance proceeds to items lost, damaged or destroyed, the Lessee's obligation for a portion of the rent shall cease only with respect to the amount

applied toward the items lost, damaged or destroyed in the amount of the insurance settlement received by Lessor.

Lessee shall, if so required by Lessor, obtain term life insurance upon Lessee's life, in an amount required by Lessor. Lessee agrees to name Lessor as sole beneficiary and to assign ownership of said policy to Lessor.

In the event of failure of Lessee to provide and maintain any and all insurance required under this Section or to provide acceptable evidence thereof, Lessor may but is not required to obtain said insurance and shall charge all premiums therefor to Lessee as additional rent.

12. **TAXES.** All taxes, fees and other charges imposed on the EQUIPMENT shall be paid by the Lessee. If Lessor is required to pay taxes, fees and other charges, Lessor will charge any payments to Lessee as additional rent.

13. **DEFAULT.** If Lessee fails to pay any rent or other amount due within ten days; or if Lessee fails to observe, keep or perform any provision of this LEASE; or there is the entry of a decree or order for relief, by any court having jurisdiction, in respect to Lessee, in any voluntary or involuntary case under the Federal Bankruptcy Laws; or if Lessee, without Lessor's prior written consent, shall attempt to remove, sell, transfer, encumber, sublet or part with possession of the EQUIPMENT, such an event will be deemed to be a default of the LEASE and Lessor shall have the right to: (a) declare the entire amount of all unpaid rental, immediately due and payable, which is computed as the sum of any outstanding rentals due and unpaid, other unpaid charges including all late charges, attorney fees and other expenses, plus the present value of the remaining rentals discounted on a monthly basis at the nominal rate of six (6) percent per annum; and (b) take possession of the EQUIPMENT. Lessee shall cooperate with Lessor in taking possession of the EQUIPMENT. Lessor will have access to the EQUIPMENT after taking possession for any lawful purpose.

Upon taking possession of the EQUIPMENT, Lessor at its option may (i) sell the EQUIPMENT or any part thereof to the highest bidder at public auction or private sale, or (ii) engage in any lawful purpose including to re-lease or to disassemble for removal. Lessee agrees that ten days written notice to Lessee of any public or private sale constitutes reasonable notice. Notice is deemed given on date of mailing. Lessee hereby waives any and all damages occasioned by such taking of possession. Any such taking of possession shall not constitute a termination of this LEASE and shall not relieve Lessee of its LEASE obligations.

14. **CROSS-DEFAULT.** Any default by Lessee under this LEASE will be considered a default under any other agreements between the parties and any default by Lessee under any other agreements between the parties is a default under this LEASE.

15. **UCC.** The Lessee hereby authorizes the Lessor to file all necessary financing statements without Lessee's signature and appoints Lessor as its ATTORNEY-IN-FACT for this purpose. Lessee acknowledges and agrees that this LEASE constitutes a finance lease within the meaning of the Uniform Commercial Code Article 2A.

16. **FINANCIAL STATEMENTS.** Lessee shall furnish current financial statements to Lessor if requested. Lessee grants permission for Lessor to obtain credit reports of Lessee during the term of the LEASE.

17. **ASSIGNMENTS.** NEITHER THIS LEASE NOR LESSEE'S RIGHTS HEREUNDER SHALL BE ASSIGNABLE IN WHOLE OR IN PART BY LESSEE EXCEPT WITH LESSOR'S PRIOR WRITTEN CONSENT AND THE LEASE PROVISIONS SHALL BIND ANY PERMITTED SUCCESSORS AND ASSIGNS OF LESSEE. LESSOR SHALL HAVE THE RIGHT TO ASSIGN THIS LEASE OR ANY PART THEREOF. If Lessor assigns the rentals or any of Lessor's other rights, the right of the Assignee to receive the rentals as well as any other rights of the Assignee shall not be subject to any defense, setoff, counterclaim, or recoupment which may arise out of any breach or obligation of Lessor or by reason of any other indebtedness or liability at any time owing by Lessor to Lessee. All rentals due shall be payable to the Assignee by Lessee whether or not this LEASE is terminated by operation of law or otherwise, including without limitation, termination arising out of bankruptcy, reorganization or similar proceedings involving Lessor. On receipt of notification of such assignment, Lessee, subject to its rights hereunder, shall become the pledgeholder of the EQUIPMENT for and on behalf of the Assignee and will follow all of Assignee's written directions. Lessee on receiving notice of any such assignment shall make rental payments as directed.

18. **NON-WAIVER.** Lessor's failure at any time to require strict performance by Lessee of any of the LEASE provisions shall not waive or diminish Lessor's right thereafter to demand strict compliance with the terms of this LEASE. Lessor's rights are cumulative and not alternative.

19. **SEVERABILITY.** If any provision or any remedy be deemed invalid, the remaining provisions shall be given effect.

20. **APPLICABLE LAW.** This LEASE shall be deemed to have been made in Onondaga County, New York, and shall be interpreted and the rights and liabilities of the parties hereto determined in accordance with the laws of the State of New York.

21. **ENTIRE AGREEMENT.** This document along with all schedules and exhibits are a single agreement. This Agreement constitutes the entire agreement between the parties.

Exhibit B

EQUIPMENT LEASE

TELMARK LLC (Lessor)

P.O. Box 4943, SYRACUSE, NEW YORK 13221-4943 PHONE 1-800-451-3322

LEASE No: 50812

LESSEE LYNN AND JEANNE KETTERLING

EQUIPMENT LOCATION: X CHECK IF ADDRESS IS
SAME AS LESSEE OR INDICATE ADDRESS BELOW INCLUDING
CITY, COUNTY AND STATE:

ADDRESS 100 NORTH 160 WEST

CITY RUPERT STATE ID ZIP 83350

COUNTY MINIDOKA

INDIVIDUAL

NAME OF PERSON TO CONTACT LYNN KETTERLING

SUPPLIER TRYMID INC.

ADDRESS 55 SOUTH 1150 WEST

PAUL ID 83347

SALESPERSON JEFF JENTZSCH

EQUIPMENT DESCRIPTION (THE "EQUIPMENT"): QUANTITY, MANUFACTURER, ITEM(S), MODEL NO., SERIAL NO., AND/OR OTHER IDENTIFICATION

120 - 40" CALF CONDOS WITH 7 GALLON TRANSLUCENT GRAIN FEEDERS - ENCLOSED SYNTHETIC CALF PENS, FOR NEW BORN TO WEANLINGS.

RENTAL AMOUNT PER PAYMENT PERIOD	PAYMENTS WILL BE MADE		TERM OF LEASE (NO. MONTHS)	NO. OF LEASE PAYMENTS REMAINING	ADVANCE PAYMENT
	MONTHLY	OTHER:			
\$512.00	X	<input type="checkbox"/>	72	70	\$1,024.00

PAYMENT SCHEDULE

EACH LEASE PAYMENT IS SUBJECT TO SALES TAX OR PERSONAL PROPERTY TAX AT PERCENTAGES OR AMOUNTS AS MAY FROM TIME TO TIME BE IN EFFECT. THE LESSEE IS RESPONSIBLE TO PROVIDE THE LESSOR AN EXEMPTION CERTIFICATE AS REQUIRED BY LAW.

EXHIBIT "TG" X YES NO; OTHER EXHIBITS (LIST):

ACCEPTANCE NOTICE EXHIBIT

ACCEPTANCE DATE

4/16/01 as per Ned Mary

IF THE DATE IS OMITTED THE LESSEE AUTHORIZES THE LESSOR TO COMPLETE THIS ACCEPTANCE BY DATING IT ON THE LESSEE'S BEHALF WHEN AUTHORIZED BY TELEPHONE OR IN PERSON TO DO SO.

ALL THE ITEMS REFERRED TO ABOVE WERE RECEIVED BY LESSEE AND WERE AND ARE IN GOOD ORDER AND CONDITION AND ACCEPTABLE TO LESSEE. LESSEE APPROVES FULL PAYMENT BY LESSOR TO THE SUPPLIER(S). LESSEE UNDERSTANDS THAT LESSOR MAKES NO EXPRESS OR IMPLIED WARRANTIES OF ANY KIND WITH RESPECT TO THE LEASED ITEMS AS MORE FULLY SET FORTH IN PARAGRAPH 8 OF THE LEASE.

NO SUPPLIER OR AGENT THEREOF IS AUTHORIZED TO WAIVE OR MODIFY ANY TERM OF THIS LEASE AGREEMENT.

SUPPLIER: This acceptance must be signed by Lessee and returned to Telmark before your invoice can be paid.

SIGNED BY

TITLE

(INDICATE CORPORATE OFFICE/GENERAL PARTNER/PARTNER/LESSEE/MANAGER)

SIGNED BY

TITLE

(INDICATE CORPORATE OFFICE/GENERAL PARTNER/PARTNER/LESSEE/MANAGER)

SIGNED BY

TITLE

(INDICATE CORPORATE OFFICE/GENERAL PARTNER/PARTNER/LESSEE/MANAGER)

SIGNED BY

TITLE

(INDICATE CORPORATE OFFICE/GENERAL PARTNER/PARTNER/LESSEE/MANAGER)

Exhibit C

Amendment of Lease Agreement

Date: March 23, 2003
Lessor: Wells Fargo Financial Leasing, Inc., successor in interest to Telemark LLC
P.O. Box 4048, Syracuse, New York 13221
Lessee: LYNN & R. JEANNE KETTERLING, 133 NORTH 980 WEST, ALPERT NJ 03301
Lease No.: 02-010-00312-00-00012
Description: 120 CALF CONDOCS & GRAIN FEEDER, more fully described in lease agreement acquired on April 6, 2001.

In consideration of a processing fee in the amount of \$50.00, Lessor and Lessee hereby agree to amend the current remaining payment schedule as follows:

33 REMAINING CONSECUTIVE MONTHLY PAYMENTS AT \$912.00 EACH COMMENCING JUNE 1, 2003

Any default TG, if applicable, is null and void.

All other terms and conditions of this lease agreement remain in full force and effect.

In the event that this Amendment is executed by a Corporate Officer, Managing Partner of a LLP or Manager of a LLC, that person hereby certifies that he/she is duly authorized to execute same by a resolution of the Board of Directors of the Corporation and/or by members of the LLP or LLC.

Legal Name of Lessee: LYNN & R. JEANNE KETTERLING

Signed By:

Lynn Ketterling
LYNN KETTERLING, LESSEE

Signed By:

R. Jeanne Ketterling
R. JEANNE KETTERLING, LESSEE

Accepted By:

[Signature]

Lessor Date: On

3/20/03

Amendment of Lease Agreement

Date: March 20, 2003

Lessor: Wells Fargo Financial Leasing, Inc., successor in interest to Telmark LLC
P.O. Box 4943, Syracuse, New York 13221

Lessee: LYNN & R JEANNE KETTERLING, 100 NORTH 160 WEST, RUPERT ID 83350

Lease No.: 02-010-66312-00-50812

Description: 120 CALF CONDOS & GRAIN FEEDER, more fully described in lease agreement acquired on APRIL 6, 2001.

In consideration of a processing fee in the amount of \$50.00, Lessor and Lessee hereby agree to amend the current remaining payment schedule as follows:

63 REMAINING CONSECUTIVE MONTHLY PAYMENTS AT \$512.00 EACH, COMMENCING JUNE 1, 2003

Any Exhibit TG, if applicable, is null and void.

All other terms and conditions of this lease agreement remain in full force and effect.

In the event that this Amendment is executed by a Corporate Officer, Managing Partner of a LLP or Manager of a LLC, that person hereby certifies that he/she is duly authorized to execute same by a resolution of the Board of Directors of the Corporation and/or by members of the LLP or LLC.

Legal Name of Lessee: LYNN & R JEANNE KETTERLING

Signed By: _____
LYNN KETTERLING, LESSEE

Signed By: _____
R JEANNE KETTERLING, LESSEE

Accepted By: _____, Lessor Dated On _____

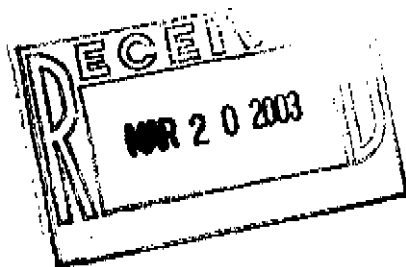


Exhibit D

Instructions:

STATE OF IDAHO FINANCING STATEMENT - FORM UCC-1

Customer account number

- PLEASE TYPE THIS FORM IN BLACK
- Filing fees:
 - With Secretary of State. Except for pre-paid account users, enclose filing fee of \$6.00 if form is typed, or \$10.00 if not typed. For attachments, add \$1.00 per printed page. Pre-paid account users must enter Customer Number in "Customer account number" block to right.
 - Fixture filing with County Recorder. Enclose recording fee of \$3.00 per page.
- File only the original. Make copies for your file. The original will be returned as your acknowledgment.
- Enter only one debtor's name or assumed name per debtor block exactly as it is to be indexed. If more than four names, use an attached sheet. Enter individual debtor names: Last, First Middle Title, e.g. Smith, John Alan Jr.
- When the obligation has been satisfied, complete the Termination Statement and return the original to the filing officer.

Mail to: Secretary of State, UCC Division, 700 W. Jefferson, PO Box 83720, Boise, ID 83720-0080. Ph 208.334-3191

~~Debtor #1~~ (Last name, first, middle, title & mailing address) LESSEE

Ketterling; Lynn
100 North 160 West
Rupert, ID 83350

~~Debtor #3~~ LESSEE~~Debtor #2~~ LESSEE ~~Debtor~~ Lessee:

Ketterling; Jeanne
100 North 160 West
Rupert, ID 83350

~~Debtor #4~~ LESSEE~~Debtor #1~~ and Address LESSOR

TELMARK LLC
PO BOX 4943
SYRACUSE, NY 13221

Assignee and Address

Mailing Name and Address for acknowledgment, if not Secured Party

Check If Covered ☐ Products of collateral are also covered

- If one of the following boxes is checked, the secured party may sign the financing statement. The collateral described herein is:
- ☐ Brought into this state already subject to a security interest in another jurisdiction;
 - ☐ Subject to a security interest in another jurisdiction, and the debtor's location has changed to this state;
 - ☐ Proceeds of the original collateral described below in which a security interest was perfected;
 - ☐ The subject of a financing statement which has lapsed;
 - ☐ Subject to a security interest perfected under a prior name or identity of the debtor.

This financing statement covers the following types or items of property:

(If this is a fixture, timber or mineral filing to be recorded with the County Recorder, include legal description and name of record owner, if required.)

120 - new 40" calf Cords with seven gallon translucent grain Feeders - enclosed Synthetic calf pens, For new born to weanling calves.

THIS IS A LEASE TRANSACTION AND THIS FILING IS MADE FOR INFORMATIONAL PURPOSES ONLY.

Signature(s) of ~~Debtor~~ LESSEE

Jeanne Ketterling

Filing Office Use Only

IDAHO SECRETARY OF STATE

04/12/2001 09:00
CR: 227568 CT: 125748 NH: 398536

10 6.00 = 6.00 UCC1 FILE # 4
10 4.00 = 4.00 SURCHG # 3

Filing Number: B 897343

~~Debtor~~ Party Signature LESSOR

Shannon A. Stearns for Telmark

TERMINATION STATEMENT-The Secured Party no longer claims a security interest under the financing statement.

Secured Party or Assignee of Record

Date

6 UCC-FORMS UCC-1 PMS Revised 8/95